



**SCREEN ACTORS GUILD - AMERICAN FEDERATION  
OF TELEVISION AND RADIO ARTISTS  
INTERIM INTERACTIVE MEDIA AGREEMENT**

This Interim Agreement (“Agreement” or “Interim Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter “SAG-AFTRA”) and \_\_\_\_\_ (hereafter, “Producer” or “Employer”), an entity that is a bona fide employer of performers in an Interactive Program entitled \_\_\_\_\_ (hereafter, the “Program”) that is within the scope of the SAG-AFTRA Interactive Media Agreement of 2011-2014, as amended by the Memorandum of Agreement for the 2017-2020 SAG-AFTRA Interactive Media Agreement and the 2020 Extension Agreement to the 2017-2020 SAG-AFTRA Interactive Media Agreement.

The SAG-AFTRA Interactive Media Agreement of 2011-2014, as amended by the Memorandum of Agreement for the 2017-2020 SAG-AFTRA Interactive Media Agreement and as further amended by the 2020 Extension Agreement to the 2017-2020 SAG-AFTRA Interactive Media Agreement, is hereafter referred to as “the IMA.” SAG-AFTRA and Producer are collectively hereafter referred to as “the Parties.”

The scope of this Agreement is limited to coverage of the Program, excluding any expansion packs, downloadable content, or other additive material that is produced subsequent to the initial release of the Program.

The Parties have executed or will execute contemporaneously with this Agreement a letter of adherence to the IMA, as modified herein.

The IMA was negotiated primarily between SAG-AFTRA and a convenience bargaining group of Producers (hereafter, “Bargaining Group Producers”) and originally set to expire on November 7, 2022. Prior to November 7, 2022, SAG-AFTRA terminated the IMA as to all Producers adhered to it. SAG-AFTRA and the Bargaining Group Producers agreed to extend the IMA beyond November 7, 2022 on a day-to-day basis to allow more time for continued negotiations, but after a year of bargaining failed to yield a successor agreement, SAG-AFTRA terminated the extension of the IMA effective September 25, 2023, as to all Producers. SAG-AFTRA declared a strike of the IMA as to all Producers adhered to it effective July 26, 2024.

The Parties recognize that the expiration of the IMA, the negotiations for a successor agreement, and the subsequent labor disruption have created uncertainty that may adversely impact the ability of Interactive Programs to initiate and complete pictures. Producer and SAG-AFTRA desire harmonious labor relations and have therefore agreed, on an interim basis, to modify to the extent set forth herein, the terms and conditions that will govern the employment of performers covered by the IMA during and after the current strike.



Except as provided below, the provisions of the IMA will govern employment on the Program. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

## **1. Right of Rescission; Producer's Default**

- a. SAG-AFTRA's acceptance of this Interim Agreement is conditioned upon the truthful and accurate disclosure of all information provided by Producer in the Interim Agreement Application, the signatory application and any other documents and representations made prior, during or after execution of this Interim Agreement. SAG-AFTRA may invalidate, cancel or rescind this Interim Agreement in the event SAG-AFTRA discovers any misrepresentation or omission of relevant information in its sole discretion and regardless of whether the misrepresentation or omission was intentional or negligent.
- b. Notwithstanding any other provision of the IMA, SAG-AFTRA shall have the right to rescind this Agreement for material non-compliance with its terms. There shall be no requirement to arbitrate prior to the exercise of this right. The last sentence of Article I, Section 42, "Right to Terminate; Unfair List," is struck and has no application to this Agreement. Specifically, SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Producer, to rescind this Interim Agreement, withhold the services of its Performers, and/or establish a picket line if Producer breaches this Interim Agreement and/or the IMA. Where Producer's non-compliance relates to payments due under this Agreement or the IMA and a bona fide dispute exists as to whether Producer has made all payments as required and Producer has placed the amount in controversy in escrow in a manner acceptable to SAG-AFTRA, SAG-AFTRA will not rescind this agreement, withhold its Performers' services, or establish a picket line pending arbitration of the dispute in accordance with the IMA. SAG-AFTRA's decision to rescind this Interim Agreement, withhold the services of its Performers, and/or establish a picket line under this provision shall not be considered a violation of IMA, Section 38, and the underlying dispute (as well any other dispute that accrued prior to any rescission) shall continue to be subject to the arbitration provisions of the IMA.

## **2. Compensation**

- a. Wage rates shall be as set forth in Exhibit A to this Agreement, which reflects an increase to all wage rates set forth in IMA Article I, Section 19, "Compensation," by seven percent (7%) effective immediately, by an additional seven and sixty-four hundredths percent (7.64%), effective November 7, 2024. These increases shall be compounded.



- b. Amend subsection to Article 1, Section 19, “Additional Compensation” (as added by the Memorandum of Agreement for the 2017-2020 Screen Actors Guild-American Federation of Television and Radio Artists Interactive Media Agreement) to increase the payment for sessions 7, 8, 9 and 10 by \$10 from \$275 to \$285.

### **3. Rate Maximum**

Replace the existing IMA Article I, Section 6.C, “Rate Maximums,” with the following:

“C. Overtime Rate Maximum: Performers paid double scale or more shall be paid overtime based on the rate of double scale.”

### **4. Artificial Intelligence/Digital Modeling**

- a. Add the following to IMA Article I, Section 3, “Definitions”:

“Processing Practices”: The term “Processing Practices” means the processing, editing, rearranging, altering, or manipulating of Materials for purposes such as clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, effects, or filtering.

“Digital Replica”: “Digital Replica” means a digital version of an off-camera or on-camera Performer’s performance that can be used to independently generate new Material not previously recorded by the Performer.

“Informed Consent” means consent that is set forth in writing, either in a document separate from the Performer’s employment contract or in the employment contract requiring separate Performer acknowledgment, in either case, in clear and conspicuous form, and includes a reasonably specific description of the intended use, including the information described under Article II, Section 8.A. “Prompting Devices; Description of Role; Scripts,” and additionally whether the character’s dialogue is religious, endorses or advocates for a political position or candidate, or is pejorative of a protected class. Any Informed Consent granted under this provision shall be deemed suspended for the duration of any strike conducted in compliance with the Interactive Media Agreement.

- b. Add a new IMA Article 1, Section 18, “Artificial Intelligence,” as follows (and renumber the existing Section 18 and remaining sections accordingly):



“It is understood that this Section 18 is not intended to expand or restrict the Processing Practices or the Employer’s or the Union’s rights and obligations existing as of July 26, 2024, such as Integration, Limited Integration, and Re-Use rights, except as provided herein.

“This Section 18 applies when a Performer is employed by the Employer under this Agreement and the Employer, directly or through a third party, creates a Digital Replica of the Performer, or the Employer uses a Digital Replica of a Performer to generate new Material.

1. Creation of Digital Replica

The Employer must notify the Performer at the earlier of the audition or the job offer if it will create a Digital Replica of the Performer, or a blend of more than one Performer, and shall obtain the Informed Consent of the Performer. Any time spent by Performer in connection with creating the Digital Replica shall be treated as work time, and is not creditable against use.

2. Use of Digital Replica

a. Informed Consent

The Employer must obtain the Performer’s Informed Consent (or, if the Performer is deceased, the Informed Consent of the Performer’s estate or authorized representative, as required by applicable law) and negotiate compensation prior to the use of a Performer’s Digital Replica. The Employer shall exercise its rights to use a Digital Replica under this Section consistent with its obligations under Article I, Section 20 of this Agreement.

In addition to the information required for Informed Consent, the Employer shall disclose whether the Digital Replica will be used in connection with procedurally generated dialogue.

Performer’s Informed Consent for the use of the Performer’s Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment. The minimum for bargaining shall be the compensation set forth below.

No consent is required for Processing Practices.

b. Compensation



If the Employer desires to use Material generated by a Digital Replica of an off-camera Performer in the publicly released version of an Interactive Program, the Employer shall pay the Performer compensation in an amount no less than the Limited Integration payment set forth in Article I, 19.C.2, Section 19 “Compensation.” For purposes of calculating the number of lines created with the Digital Replica, a “line” shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or “effort” sounds. Payment of the compensation set forth above shall be accompanied by a statement setting forth the number of lines created with the Digital Replica.

If the Employer desires to use Material generated by a Digital Replica of an on-camera Performer in the publicly released version of an Interactive Program, Employer shall pay the Performer compensation in an amount no less than the Full Integration payment set forth in Article I, 19.C.1.B., Section 19 “Compensation.”

For both on-camera and off-camera Digital Replicas, Employer shall pay the Performer no less than scale per Interactive Program for pre-production Material (e.g., “scratch” or “pre-viz”), which may not be credited against any other amount due.

If Employer uses Material generated by a Performer’s Digital Replica in the publicly released version of the Interactive Program that combines off-camera and on-camera other performance, Employer shall pay Performer the higher of the rates above.

Compensation shall be treated as wages for all purposes. The additional compensation bonus shall be based on the aggregate of the sessions worked by the performers and those sessions paid for use of the Performer’s Digital Replica.

Use of the Digital Replica in any other field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement.

c. Digital Replica Usage Report

Upon public release of the Materials created using a Digital Replica, the Employer shall provide Performer: (i) a full and forthright description of the use of the character(s) depicted by the Digital Replica in the Interactive Program, and



(ii) an updated statement setting forth the final use of the Digital Replica in the Interactive Program, including a list of any shots and/or copy of the applicable character(s)'s lines.

In the event of any claim relating to an Interactive Program that has been released to the public, Employer agrees to provide reasonable cooperation with SAG-AFTRA's request for information necessary to verify compliance with the applicable requirements of this Agreement.

### 3. Use of Generative Artificial Intelligence

The parties acknowledge that definitions of Generative Artificial Intelligence ("GAI") vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include 'traditional AI' technologies programmed to perform specific functions in game production such as character animation. The term GAI is used for convenience and this section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used to generate assets for use in Interactive Programs.

Therefore, Employer agrees as follows:

- a. If Employer wishes to use a GAI system to generate Material, other than Digital Replicas created pursuant to section 1 above, in a manner that would replace work under this Agreement that would otherwise be performed by a human, the Employer agrees to give the Union prior notice.
- b. If Employer intends to create a GAI-generated Material by prompting a GAI system using a Performer's name or the name of a character uniquely associated with that Performer, the Producer shall obtain the Performer's consent and bargain for the use of the GAI generated Material at no less than scale. For clarity, this provision shall apply to each Performer if more than one Performer's name and/or character name is used.
- c. Amend IMA Article 1, Section 39, "Transfer of Rights - Assumption Agreement," as follows:

"Upon the sale, transfer, assignment or other disposition by Employer of any Program produced by it hereunder, the Employer shall not be responsible to



~~AFTRA-SAG-AFTRA~~ or to any ~~AFTRA-SAG-AFTRA~~ members for any payments thereafter due with respect to the use of such Programs or for a breach or violation of this Agreement by such transferee, if ~~AFTRA-SAG-AFTRA~~ approves the financial responsibility of such transferee in writing (which consent shall not be unreasonably withheld), and if the Employer in its agreement with such transferee has included a provision substantially in the following form:

“ \_\_\_\_\_ ” (“Transferee”) hereby agrees with \_\_\_\_\_ (“Employer”) that all Programs covered by this agreement are subject to the 2011-2014 AFTRA Interactive Media Agreement, **as modified**. Transferee hereby agrees expressly for the benefit of AFTRA and its members affected thereby to make all payments of fees as provided in said Agreement and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the AFTRA H&R Funds required under the provisions of said Agreement with respect to any and all such payments and to comply with the provisions of said Agreement with respect to the use of such Program, **the creation or use of a Digital Replica, the use of photography, movement or soundtrack to train an artificial intelligence system**, and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Agreement, and AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.”

The Employer agrees to give written notice by mail to ~~AFTRA-SAG-AFTRA~~ of each sale, transfer, assignment or other disposition of any Program which is subject to this Agreement within thirty (30) days after the consummation of each sale, etc., and such notice shall specify the name and address of the purchaser, transferee or assignee.

## 5. **Rest Periods**

Amend IMA Article II, Section 12, “Rest Periods,” as follows:

“Effective July 1, 2005, Employer shall provide voice-over performers who are engaged to work in excess of one (1) hour with a five (5) minute rest period for each hour of recording, provided that an employer may accommodate a performers request that applicable rest periods be aggregated in order to permit earlier dismissal. **On-Camera Principal Performers shall be given a 5-minute rest period for each hour of photography.**”



## 6. Meal Periods

Amend IMA Article II, Section 14.C, "Meal Periods; Allowances; Liquidated Damages," as follows:

"Meals must be provided on all locations. All Performers shall be entitled to a basic ~~\$48.40~~ **\$60.00** per diem meal allowance on overnight locations. The Employer shall have the right to deduct from the per diem meal allowance the following amounts for each meal furnished, as follows: breakfast, ~~\$9.30~~ **\$12.00**; lunch: ~~\$14.00~~ **\$18.00**; dinner: ~~\$25.10~~ **\$30.00**."

## 7. Late Payment

Amend IMA Article I, Section 31 "Payments," as follows:

"A. Performers shall be paid not less than the minimum applicable fees due hereunder, in the legal tender of the United States not later than twelve (12) business days after the later of the date the services have been rendered or the date that the Performer has furnished to the Producer or its designated payroll provider all paperwork required by federal, state, and local law in order to receive payment, provided, however, that the Producer or its payroll provider has informed the Performer of and/or delivered to the Performer all required paperwork not later than the day services are rendered. Producer shall promptly identify any missing or incomplete paperwork and work collaboratively with Performer to ensure that required paperwork is timely submitted. Without waiving the above time of payment requirement or any other provision of the Agreement, in the event that the Producer has failed to deliver the aforementioned paperwork to the Performer on or before the day that services are rendered, but provides it not later than 48 hours from the commencement of services, the Performer's failure to return such paperwork within 48 hours of receipt shall toll the accrual of liquidated damages for late payment for the period of such delay beyond 48 hours. The parties shall continue their existing practices as of November 7, 2022 with respect to providing checks and/or payroll documentation to SAG-AFTRA. All checks issued to the Performer shall be delivered to the appropriate AFTRA office in the city in which the production occurs, unless Employer and a specific SAG-AFTRA local agree to a different method of distribution of payments."

### B. Liquidated Damages for Late Payment

The following cumulative payments shall be added to the compensation due and payable to the Performer for each day, beginning with the day following the day of



Default: ~~Three Dollars and Fifty Cents (\$3.50)~~ ~~Two Dollars and Fifty Cents (\$2.50)~~ for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday, and holidays which the Employer observes). Thereafter, the Liquidated Damages payment shall cease unless either SAG-AFTRA or the Performer gives written notice by e-mail to the **designated representative of the** Employer of the nonpayment. In the event such notice is given and full payment including accrued Liquidated Damages is not made within twelve (12) working days thereafter, the Employer shall be liable for an immediate Liquidated Damages of ~~seventy-five dollars (\$75.00)~~ **One Hundred Fifty Dollars (\$150.00)** plus further Liquidated Damages payments at the rate of Five Dollars (\$5.00) per day from the date of receipt of notice of non-payment which shall continue without limitation as to time until the delinquent payment together with all Liquidated Damages are fully paid. Such Liquidated Damages shall be in addition to any and all other remedies which SAG-AFTRA may have against Employer under this Agreement."

## 8. Health & Retirement

Amend IMA Article I, Section 34, "Health and Retirement Funds," as follows:

"34. **SAG-AFTRA HEALTH PLAN AND AFTRA RETIREMENT FUNDS**"

With respect to services performed under this Agreement (including all services such as rehearsal performed in connection therewith but not including Liquidated Damages imposed on Employer), the Employer shall pay to the **SAG-AFTRA Health Plan a sum equal to 8.67% and to the AFTRA Retirement Fund a sum equal to 8.33%, for a total contribution rate of 17%**, ~~American Federation of Television and Radio Artists Health and Retirement Funds (the "H&R Funds") a sum equal to Fifteen Percent (15.5%)~~ of the gross compensation due each Performer for such services without any deductions whatsoever, whether pursuant to oral or written contracts, including talent agent's commission, if any."

## 9. Casting & Auditions–Self Tape

- a. Amend IMA Article II, Section 1.A, "Casting and Auditions," to add the below as a new paragraph:

**"During or as part of a virtual audition (including self-taped or live virtual auditions), Employer shall not request a Performer to perform a stunt or other activity that is too dangerous to be done safely. If a stunt coordinator has been engaged, this determination shall be made in consultation with the stunt coordinator."**

- b. Modify the last sentence of IMA Article I, Section 20.D as follows:



“With regard to Performers who are blind or visually impaired, Employer and such Performers shall make mutually acceptable provisions to make the script and/or sides available to the Performer in advance of auditions **and in a format that can be used with screen-reading software.**”

#### **10. Overnight Location Consecutive Employment**

Add a new IMA Article II, Section 2.C, as follows:

Notwithstanding the foregoing subsection, Performers employed on a Day Player contract while on a Distant Location shall be paid consecutive employment for all intervening days while on such location, provided that: (1) unless otherwise expressly provided in the Performer’s agreement, intervening days are paid at scale; (2) Employer need not pay for an intervening day if (a) Performer works for any other employer under a SAG-AFTRA contract on that day or (b) the work necessitating the intervening day occurs at Performer request or (c) if Performer is offered travel and remains at the Overnight Location at their own election; and (3) payment for intervening days is not due for more than 5 out of 7 days in a week (unless such Performer works more than 5 out of 7 days in such week.)

#### **11. Set Medic**

Amend Article II, Section 28.B, “Protection of Performers; Special Conditions” by adding the following sentence:

**“A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous action or work under hazardous conditions is planned. Such person will have visible identification and be minimally qualified as an Emergency Medical Technician.”**

#### **12. Term of Agreement**

- a. Strike IMA Sideletter 6 in its entirety. The Parties agree that Sideletter 6 shall have no application to this Agreement.
- b. Amend IMA Article 1, Section 7, “Term of Agreement,” as follows:

“The term of this Agreement shall commence ~~from July 1, 2011~~ **upon execution by both parties** and remain effective through ~~December 31, 2014~~ **November 8, 2025, unless terminated earlier pursuant to Section 1, “Right of Recission” or Section 16, “Successor IMA.”** In the event either party has not served



appropriate timely notice of termination for the expiration date above, the Agreement shall be extended on a day-to-day basis until sixty (60) days after either party serves written notice of termination on the other; ~~provided, that if AFTRA serves such notice to Employer during the production of an Interactive Program, then such sixty (60) period will be extended with respect to such Interactive Program only until Employer has completed production of such Interactive Program.~~”

### **13. Effect of Void Provisions**

Should any portion of any provision of this Interim Agreement be declared unlawful by any agency or tribunal of competent jurisdiction, the remainder of the Interim Agreement shall remain in full force and effect.

### **14. Application of the Interactive Media Agreement, as Modified**

Unless otherwise modified or eliminated herein, all other provisions of the IMA are incorporated into this Interim Agreement. The Parties agree that the arbitration provisions of the IMA shall apply to all disputes arising under this Interim Agreement, subject to any limitations outlined in those same arbitration provisions, and shall remain in effect for the duration of this Interim Agreement. To the extent any provisions of this Interim Agreement are inconsistent with the IMA, the provisions of this Interim Agreement control.

### **15. Successor IMA**

Once SAG-AFTRA and the Bargaining Group Employers conclude negotiations for a Successor Agreement to the IMA, that agreement is ratified by the SAG-AFTRA membership, and SAG-AFTRA provides notification of such ratification to Producer with a copy of the ratified Successor Agreement, all terms of that Successor Agreement shall apply to the Program commencing from the date of notice.

Producer agrees that it will execute the Successor Agreement and all documents required by SAG-AFTRA to be executed in connection with the Successor Agreement immediately upon receipt of the Successor Agreement. Producer further agrees that upon becoming signatory to the Successor Agreement pursuant to this paragraph, this Agreement shall terminate and be superseded by the Successor Agreement, provided, however, that the Successor Agreement shall not be applied retroactively except as it may specifically provide.



**AGREED AND ACCEPTED:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

SAMPLE



## INTERACTIVE TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

In consideration of the execution of this transfer of rights - assumption agreement between \_\_\_\_\_ (“Employer”) and \_\_\_\_\_ (“Transferee”), Transferee hereby agrees that the interactive or video game program currently titled “\_\_\_\_\_” (“Program”) is subject to the current SAG-AFTRA Interactive Media Agreement (“IMA”).

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and its members affected thereby to make all payments of fees as provided in said IMA and all Social Security, withholding, unemployment insurance, and disability insurance payments and all appropriate contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund required under the provisions of said IMA with respect to any and all such payments and to comply with the provision of said IMA with respect to the use of such Program and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers (as defined in the IMA) involved of all compensation as provided in said IMA, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

By execution and submission of this Transfer of Rights – Assumption Agreement, Employer and Transferee are confirming that the above responsibilities have been included in the transfer of rights agreement between Employer and Transferee. In accordance with the IMA, Employer is hereby giving written notice by mail or e-mail to SAG-AFTRA of the sale, transfer, assignment, or other disposition of the Program which is subject to the IMA within thirty (30) days after the consummation of the sale, etc., and such notice contains the name and address of the purchaser, transferee, or assignee. SAG-AFTRA’s counter-execution of this Transfer of Rights – Assumption Agreement will serve as the written approval of the financial responsibility of the Transferee.

### ACCEPTED AND AGREED BY: EMPLOYER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

### SAG-AFTRA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

### TRANSFEEE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date